



April 29, 2010

Via UPS Overnight Mail

Lawrence E. Gibbons
Director, Office of Mediation Services
National Mediation Board
1301 K Street NW
Suite 250E
Washington, DC 20005

Re: Organization's Comment In Support of Its Application for Mediation
File No. CA-6977, Delta Airlines and AFA-CWA

Dear Mr. Gibbons:

Please consider the following information in support of the Organization's Application for Mediation.

I. Background

The Organization, the Association of Flight Attendants - CWA, AFL-CIO, is the certified representative of Flight Attendants of Northwest Airlines, Inc. ("NWA"). The Organization, Delta Airlines, is the successor employer to NWA. The Organization and Carrier are parties to a collective bargaining agreement ("Agreement"), which is currently in effect. Selected portions of that Agreement are enclosed herewith as "Enclosure #1." The amendable date of the Agreement is December 31, 2011 (Section 33).

The Agreement contains a "re-opener" provision in Section 5 regarding the minimum crew complement for extended duty flights on new aircraft. That provision reads in full:

(2) New Aircraft Type

In the event an aircraft type other than listed above is to be utilized for any extended duty flight(s), the Company and the Union shall meet and confer in an effort to agree on a minimum crew complement. In the event no agreement can be reached, either party may pursue resolution of the dispute in accordance

with the procedures of Section 6, Title I of the Railway Labor Act.

(See Encl. #1, Sec. 5.B.6.d.(2), p. 5.22.)

On February 12, 2010, Organization Representative Janette Rook, AFA MEC President, met with Carrier Representative Brian Moreau, General Manager of Inflight Scheduling. At that meeting Moreau presented Rook with staffing parameters (crew complements) for new aircraft, in particular the Boeing 777 and 767. These parameters were relevant because the Carrier had recently announced that beginning May 1, 2010, it would begin staffing 777 and 767 aircraft with pre-merger NWA Flight Attendants beginning May 1, 2010. The parties' Agreement contains no provisions for an extended-duty flight crew complement on 777 or 767 aircraft (See Encl. #1, Sec. 5.B.d.(1), p. 5.22.). The only aircraft listed in Section 5 are the Airbus 330, Boeing 747 and 787.

After reviewing the staffing parameters for new aircraft, Rook emailed Moreau on March 30, 2010, and requested a meeting to negotiate over the staffing for extended duty flights on the new aircraft. That email is enclosed herewith as "Enclosure #2." As a result of that email the parties set a meeting for April 7, 2010, via conference call, to discuss extended duty crewing, as well as other staffing issues related to new aircraft.

Earlier on the day of April 7 Moreau sent an email to Rook, in response to her March 30, 2010, email. That email stated, in relevant part:

We do not believe that negotiations are required or warranted, as we believe that these superior staffing levels are clearly acceptable and in line with the current Agreement. However, we are prepared to meet and confer with you regarding the staffing parameters during our planned conference call to discuss aircraft families.

That April 7 email is enclosed herewith as "Enclosure #2."

The April 7, 2010, conference call was brief. Moreau was on the call with various other Carrier representatives. Rook was on the call, along with MEC Vice-President Daniel Grey and AFA Negotiator Paula Mastrangelo. When Mastrangelo introduced herself at the beginning of the call, Moreau stated that "Paula can't be on the call." His reasoning was that Mastrangelo is a "negotiator," but the call was not a "negotiation." Rook sought clarification from Moreau about whether the Carrier would sign an agreement on the issue of extended duty staffing. Moreau told her the Carrier was not prepared to sign any agreement.

Later on April 7, 2010, the Organization's AFA International President Patricia Friend mailed a letter to the Carrier's CEO, Richard H. Anderson, seeking negotiations over the subject of Section 5.B.6.d.(2) of the Agreement. That April 7 letter is enclosed herewith as "Enclosure

#3."

On April 9, 2010, the Carrier's Executive Vice President, Michael H. Campbell, responded, in part, to Friend's April 7 letter. In the April 9 letter, Campbell stated that "[w]e remain willing to to continue discussions on minimum crew complement, without conceding that Section 6 negotiations are appropriate with AFA representation unresolved." That April 9 letter is enclosed herewith as "Enclosure #4."

The parties set another meeting, via conference call, for April 23, 2010, to discuss staffing levels. As part of that discussion, the parties were to discuss crew complements for extended-duty flights under Section 5.B.6.d.(2) of the Agreement. Moreau was again in attendance at the meeting for the Carrier. Rook, Grey, and Mastrangelo attended for the Organization. When the issue of extended duty crewing arose under Section 5.B.6.d.(2) Moreau stated that the Carrier was not prepared to discuss those provisions at this time; however, "if you would like to set up a specific time to do those discussions, we can do that." Extended-duty crewing was not discussed on April 23.

On April 27, 2010, Rook emailed Moreau again requesting a meeting to negotiate staffing for extended duty flights. That April 27 email is enclosed herewith as "Enclosure #5." As of the date of this letter the Carrier has not provided the Organization with a date to meet and confer about the subject of Section 5.B.6.d.(2) of the Agreement.

II. Organization's Position

Mediation is proper and necessary in this case. Section 6 of the RLA requires that the parties begin negotiations over the crewing of extended duty flights within 30 days of the Carrier's receipt of the Section 6 notice. That notice was transmitted and received by the Carrier on April 7, 2010. Although the Organization has tried to negotiate with the Carrier, no definite date for negotiating the issue has been agreed to by the Carrier -- at each meeting the Organization is put off.

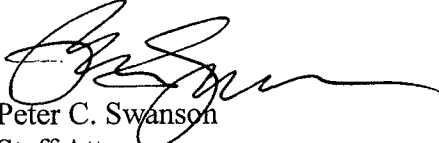
Moreover, the Carrier has given every indication that it will not maintain the status quo while the parties are negotiating. Pre-merger NWA Flight Attendants may begin working on new 777 and 767 aircraft during extended duty flights as soon as May 1, 2010, yet the parties' Agreement makes no provision for the crewing of those aircraft.

Moreau's email of April 7 suggest that there will be no status quo violation, because "we believe these superior staffing levels are clearly acceptable and in line with the current Agreement." (Encl. #2). This statement is nonsense: staffing levels for new aircraft cannot be "in line with the current Agreement" when those new aircraft are not even listed in the Agreement.

The Carrier is not making "every reasonable effort," as required by Section 2 of the RLA, to come to an agreement. The imminent change in the status quo requires the immediate assignment of a mediator to this case.

If you have questions or require further information, please do not hesitate to call me.

Respectfully submitted,



Peter C. Swanson
Staff Attorney

Enclosures

cc: Michael H. Campbell, Delta Airlines
Via Regular U.S. Mail